



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

September 17, 2013

### ATTENTION INTERESTED PROPONENT:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a Proposal for **Project Number: FC-6851, Quality Customer Service Representatives**. This solicitation will require the successful Proponent to operate and manage the Customer Service Representative Program and Airport Information Call Center Program.

A **Pre-Proposal Conference** will be held on **Tuesday, October 1, 2013, at 2:00 P.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management, Office of Contract Compliance, and the Ethics Office available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged.

The last date to submit questions will be **Friday, October 4, 2013, at 5:00 P.M.** Questions may be sent to **Jaamal Jennings, Contracting Officer**, via email at [jmjennings@atlantaga.gov](mailto:jmjennings@atlantaga.gov), or facsimile at 404-658-7705. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals ("**RFP**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, City Hall, Suite 1900, Atlanta, GA 30303, **no later than 1:59 P.M., on Wednesday, October 16, 2013**. Any proposals received after this time will not be considered and will be rejected and returned.

Proposals will be publicly opened and read at 2:00 P.M. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, City Hall, Atlanta, GA 30303.

**Request for Proposal**

**Project Number: FC-6851, Quality Customer Service Representatives**

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If you have any questions regarding this project, please contact **Jaamal Jennings, Esq., Contracting Officer**, at 404-865-8565, or by email at [jmjennings@atlantaga.gov](mailto:jmjennings@atlantaga.gov). Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to Jessica Boston, Administrative Assistant Senior, at 404-330-6903, or by e-mail at [jaboston@atlantaga.gov](mailto:jaboston@atlantaga.gov).

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L. Smith", written in a cursive style.

Adam L. Smith

ALS:jmj

**CITY OF ATLANTA**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS**

**FC-6851**

**QUALITY CUSTOMER SERVICE REPRESENTATIVES PROGRAM**



**LOUIS E. MILLER**  
**AVIATION GENERAL MANAGER**  
**DEPARTMENT OF AVIATION**

**ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP**  
**CHIEF PROCUREMENT OFFICER**  
**DEPARTMENT OF PROCUREMENT**

# **FC-6851: QUALITY CUSTOMER SERVICE REPRESENTATIVES PROGRAM**

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## Part 1

### Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta (the "City"), on behalf of its Department of Aviation ("DOA"), seeks proposals for the operation and management of the Customer Service Representative Program and Airport Information Call Center Program. Customer Service Representatives ("CSR"), CSR Supervisors, Operations Assistants and Volunteer Program Assistants assist visitors in accessing Hartsfield-Jackson Atlanta International Airport ("Airport"). CSRs will be stationed throughout the Airport at locations to include the Information Desk, Train Stations throughout the Transportation Mall, Security Checkpoints, and other locations deemed necessary by Airport Operations Staff.

Security Checkpoints Management will include Queue Management, Diverting, Divesting, Re-vesting, Checkpoint Monitoring, Data Measurement and Line Management. Operations Assistants staff the Airport Information Call Center and assist customers who call the airport information number. The Proponent shall provide staffing 24 hours a day, 365 days a year, including holidays as outlined in the specifications. However, special events can create peak demand on any given day and during any hour, which may require overtime hours. Staffing should be provided with a combination of full-time and part-time employees.

Multilingual skills (Spanish, French, German, Russian and either Korean, Japanese, Chinese or Vietnamese) are preferred for at least thirty percent (30%) per shift for the CSRs provided by the successful proponent. Additional languages spoken will be favorably considered, and some other languages may be required as the airlines add new routes to their route system.

The Proponent shall also provide a written staffing schedule to Airport management for approval. Staffing levels shall only be increased or decreased with written approval of Airport management. All changes to the staffing plan shall be submitted in writing to Airport management for approval or denial.

A more detailed Scope of Services sought in this procurement is set forth in Exhibit A – Scope of Services, attached to the form of Services Agreement ("**Services Agreement**") for **Contract No. FC-6851: Quality Customer Service Representatives Program**, included in this RFP at Part 5.<sup>1</sup>

The initial term of the Agreement to be executed with the successful Proponent shall commence on the Effective Date for a period of five (5) years, unless terminated earlier.

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<sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

The Agreement shall also be subject to an option to renew for a single period of two (2) years, which may be exercised in the City's sole discretion.

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances ("**Code**") and the particular method of source selection for the services sought in this RFP is Code § 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, the Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and Charter, which laws are incorporated into this RFP by this reference.
3. **Minimum Qualifications:** Each Proponent must demonstrate competence to perform the work involved in this project and must have a minimum of five (5) consecutive years of experience within the last seven (7) years providing the services required hereunder, as detailed in the Scope of Services attached to the form of Services Agreement in this RFP.
4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by the City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code and other applicable law.
5. **Proposal Deadline:** Proposals must be received by the City's Department of Procurement, located at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 1:59 p.m., on Wednesday, September 18, 2013.** Any Proposal submitted after this time will not be considered and will be rejected and returned.
6. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, August 27, 2013, at 2:00 P.M., at the DOA Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337.** Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to full investigate the Premises shall not relieve any Proponent from its responsibility to properly evaluate the difficulty or cost of successfully performing the Services.
7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Jaamal Jennings, Contract Officer,** Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail [jmjennings@atlantaga.gov](mailto:jmjennings@atlantaga.gov), on or before **Friday, August 30, 2013, at 5:00 P.M.** Questions submitted after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at

[www.atlantaga.gov](http://www.atlantaga.gov) and its Department of Procurement's Plan Room which is open during posted business hours at Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

8. **Electronic Proposal Documents:** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the City's Department of Procurement shall govern. The RFP document is available at [www.atlantaga.gov](http://www.atlantaga.gov).
9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
10. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A** attached to the form of Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
11. **Insurance and Bonding Requirements:** The insurance and bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D** attached to the form of Services Agreement included in this RFP.
12. **Examination of Proposal Documents:**
  - 12.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
  - 12.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

- 12.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
13. **Rejection of Proposals; Cancellation of Solicitation; Waiver of Technicalities:** The City reserves the right to reject any Proposal or all Proposals, to waive any technical defect in a Proposal, or to cancel this procurement at any time in accordance with the Code.
14. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in Part 5 of this RFP.
15. **Office and Storage Space:** The successful proponent may request space for use as office space or for the storage of equipment in connection with their services operation. If space is available for the purpose requested, such space may be provided to the successful proponent utilizing a thirty (30) day permit at the then current rate charged by the City for comparable space at the Airport. Such provision of space is revocable at will by the Aviation General Manager. Such space may be unfinished and the successful proponent may have to develop and improve such space at its own cost and without rental credit according to the terms and conditions contained in the Market Basket Shopper Services Agreement with the City.
16. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."



## Part 2

### Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete proposal in response to this RFP in the format specified in this RFP. No other format will be considered. A proposal will consist of two (2) separate volumes: Volume I will consist of information drafted and provided by the Proponent; and Volume II will consist of information provided by the Proponent on forms provided by the City in this RFP.
2. **VOLUME I** (Information drafted and provided by a Proponent):
  - 2.1. **Executive Summary:** Each Proponent is required to provide an overview of the Proponent's qualifications to provide the Services being procured through this RFP. At a minimum, the Executive Summary must contain the following information:
    - 2.1.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
    - 2.1.2. If Proponent is a corporation or limited liability company formed in the State of Georgia, Proponent must include a copy of its Certificate of Incorporation or its Certificate of Organization from the Georgia Secretary of State's office.
    - 2.1.3. If Proponent is a corporation or limited liability company formed outside the State of Georgia, Proponent must include a copy of its Certificate of Existence from the Georgia Secretary of State's office.
    - 2.1.4. The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City.
    - 2.1.5. Evidence of the Proponent's plan for complying with the City's EBO goals (see **Appendix A**). Proponent's narrative, which is complimentary to the forms required at **Appendix A**, should include detailed information regarding the subcontractor(s) the Proponent intends to use (or, in the case of joint ventures ("JV"), the minority interest holder(s) of Proponent) and should indicate the role and responsibilities these firms will be

assigned. Each Proponent must provide a letter from each subcontractor (or JV minority interest holder) indicating that the firm concurs with the role and responsibility Proponent has described.

- 2.1.6. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in either the private or the public sector during the past five (5) years.

**2.2. Overall Experience, Qualifications and Performance on Previous Similar Projects**

– The Proponent must demonstrate competence to perform the work involved in this project and have a minimum of five (5) consecutive years of experience within the last seven (7) years providing the skills and services required as provided in the Scope of Services, including but not limited to: extensive recruitment and hiring practices, handling complaints, training, writing competency, computer competency, budgeting, and evaluations.

- 2.2.1. If the Proponent forms a new entity for the purpose of responding to this RFP, this entity must fulfill the minimum requirements associated with the solicitation for at least fifty percent (50%) of the equity interest of the organization.

- 2.2.2. In addition to the minimum requirements outlined in paragraph 3, if the Proponent is a corporation, the subsidiary that will be responsible for conducting the Services pursuant to the Service Agreement and subject to supervision by the Aviation General Manager or his designated representative, must have the experience required above and present evidence of that experience in its proposal.

- 2.2.3. In addition to the minimum requirements outlined in paragraph 3, if the Proponent is a partnership/joint venture or an individual, the individual majority interest holder in the partnership/joint venture or the individual that will be responsible for conducting Services pursuant to the Service Agreement and subject to supervision by the Aviation General Manager or his designated representative must have the experience required above and present evidence of that experience in its proposal.

- 2.2.4. In addition to the minimum requirements outlined in paragraph 3, the Proponent's subcontractors that will be responsible for the operation of the Services pursuant to the Service Agreement and subject to supervision by the Aviation General Manager or his designated representative must have the experience required above and present evidence of that experience in its proposal.

- 2.2.5. No entity may submit more than one Proposal under the same or different names or as part of multiple organizations. The City reserves the right to disqualify any Proponent that consists of any entity submitting more than one Proposal in response to this RFP.
- 2.2.6. Proponent must clearly illustrate how it meets the overall qualification requirements set forth in this RFP. Proponents that fail to meet or demonstrate the above criteria in its proposal will be deemed non-responsive and/or non-responsible.
- 2.3. **Operations and Management Plan** – Describe in detail the Proponent's proposed operating procedures and proposed staffing plan.
  - 2.3.1. **Communications with Department of Aviation** – Describe proposed communications with the Department of Aviation, how communications will be achieved, when regular communications are proposed to occur, and what routine and emergency procedures are proposed to ensure coordinated operations.
  - 2.3.2. **Administrative Reporting Procedures** – Describe internal and external administrative reporting procedures. Include the positions involved, internal and external report forms, and data collection and storage procedures. Provide a sample of the payroll register you are planning to submit as part of the monthly Certified Statement as defined herein.
  - 2.3.3. **Transition Plan** – Each Proponent shall submit a transition plan describing its proposed methodology for its start-up of operations. The Proponent shall provide a detailed schedule with its key milestones and the timeframe each milestone shall be completed; and show the time required for hiring and training of employees, coordination with uniforms, Airport familiarization, etc. Successful Proponent will be responsible for merging the existing CSRs and CSR Supervisors who meet the qualifications into its Company and ensuring a smooth and timely transition. Upon execution of the contract Proponent shall have staff deployed within thirty (30) days. **No space available at the Airport for the Proponent's use during the transition period.**
  - 2.3.4. **Staffing and Training Plan** – Describe the management and policies and practices that the Proponent would incorporate in the operation of the Quality Customer Service Program at the Airport. Describe the management individual(s) who will be the point(s) of contact for coordination with the City.
    - 2.3.4.1. Provide the name, address, and a complete résumé of the qualifications and experience of the Proponent's proposed

Project Manager, along with his/her relevant experience and scope of responsibility. The selected Proponent's Project Manager and shall also be interviewed by City staff prior to the execution of the Contract to be awarded.

- 2.3.4.2. Submit a detailed organizational chart for the proposed Airport operation showing the various positions relative to the Proponent's overall parent and/or subcontractor's organization. In addition, each Proponent shall submit a chart of the Proponent and its corporate relationships, including any parent, subsidiary, and related entities.
- 2.3.4.3. Submit staffing charts and tables showing the proposed number of and schedule for management and non-supervisory personnel to manage and operate from 0445 - 2300, seven (7) days a week, including provisions for peak periods such as Thanksgiving, Christmas, Monday mornings, Thursday afternoons, and days following holidays. Schedules should match demand and activity patterns based on marketing forecasts and traditional peak periods. This information should clearly identify staffing levels by job classification and location, by full and part-time positions by shift, and should indicate the total number and positions of personnel on-site for all shifts proposed. Each Proponent must include an explanation of how it will provide for backup staffing, handle employee breaks, and manage shift changes. The Proponent must demonstrate that the Airport will be adequately staffed to provide high quality service to the traveling public.
- 2.3.4.4. Provide position descriptions for each position in the organizational chart describing the scope of duties and responsibilities, normal working hours, reporting and supervisory responsibilities, and number of staff within this position.
- 2.3.4.5. Submit a detailed description of the type and duration of proposed training programs for all positions to enhance job performance and promotion. Discuss proposed management and employee training pertaining to Customer Service including employee training for handling customers and training to assist patrons who are not familiar with the Airport.

- 2.4. **Operational Budget** – Based upon the information provided herein and the Proponent's experience, each Proponent shall submit a pro forma Operating

Budget for each month between the Effective Date and the beginning of the first Contract Year (the "first Contract Year" is the period beginning on January 14, 2014 and ending on January 13, 2015) and a pro forma Operating Budget for the first Contract Year. Both shall detail projected Reimbursable Budgeted Expenses to the City based upon the operational and maintenance requirements, Management Fee, proposed staffing, and proposed benefits, based on the Proponent's own trade experience and working knowledge of Quality Customer Service operations. The proposed Operating Budgets shall be presented in the format provided in this RFP, and shall detail significant cost items, consistent with the Proponent's industry experience and operating plan within the summary cost categories. See **Exhibit A.1** attached to the form of Services Agreement at Part 5.

- 2.5. **Management Fee** – The City will pay the successful Proponent an annual management fee as compensation for services performed, to be paid in monthly installments. The Proponent is required to propose a management fee as part of its proposal. The City will also reimburse operating expenses as provided in the attached *Form of Contract*, although certain expenses will be included as part of the successful Proponent's management fee. In accordance with this RFP, each Proponent shall submit the Financial Management Fee Offer with its Proposal on the form contained in this RFP. See **Exhibit A.2** attached to the form of Services Agreement at Part 5.

3. **VOLUME II** (Information required by a Proponent on forms provided by the City):

- 3.1. **Illegal Immigration Reform and Enforcement Act** – Each Proponent must complete and submit a Contractor's Affidavit, attached hereto at **Form 1: Illegal Immigration Reform and Enforcement Act Forms** with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- 3.2. **Disclosure Form and Questionnaire** – Each Proponent must complete and submit **Form 2: Disclosure Form and Questionnaire** with its proposal.
- 3.3. **Proponent's Financial Disclosure** – Each Proponent must complete and submit **Form 3: Proponent Financial Disclosures** with its proposal. The City's evaluation

of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal.

- 3.4. **Acknowledgment of Insurance and Bonding Requirements** – Each Proponent must complete and submit **Form 4: Acknowledgement of Insurance and Bonding Requirements** with its Proposal. The insurance and bonding requirements for any agreement that the City may award pursuant to this RFP are set forth in **Exhibit D: Insurance and Bonding Requirements**.
  - 3.5. **Acknowledgment of Addenda** – Each Proponent must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by the City for this RFP. **Form 6: Acknowledgement of Addenda** has been included and may be used to satisfy this requirement.
  - 3.6. **List of Clients** – Each Proponent must complete and submit a minimum of four (4) references from the current clients of Proponent's firm. A separate **Form 7** is required for each reference.
  - 3.7. **Proponent Contact Directory** – Each Proponent must complete and submit **Form 8: Proponent Contact Directory** with its proposal to include the names, positions/titles, firms, mailing addresses, phone and fax numbers and (when possible) e-mail addresses for at least two individuals, one (1) primary and one (1) secondary, who are authorized to represent Proponent for purposes of this RFP and to whom notices regarding the Proponent's qualification may be sent.
  - 3.8. **Operating Budget** – Each Proponent must submit a Operating Budget using the form provided by the City attached to the form of Services Agreement and marked as **Exhibit A.1 – Operating Budget**. The Operating Budget must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Operating Budget shall serve as the baseline for final fee negotiation with the City.
  - 3.9. **Office of Contract Compliance Forms** –
4. **Submission of Proposals:**
    - 4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-6851: Quality Customer Service Representatives Program**, and the name and address of the Proponent. All Proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP

**Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall, Suite 1900  
Atlanta, Georgia 30303-0307**

- 4.2. The Proponent is required to submit one (1) original and eight (8) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Operating Budget," one (1) stamped original and eight (8) copies of its Operating Budget with its Informational Proposal.
- 4.3.1. Prices shall be stated in United States dollars and shall include all items necessary to provide the specific services needed to maintain the DOA Quality Customer Service Program as proposed. A list of those items will be provided in the Scope of Services. The DOA will not accept charges for any other costs or fees not listed in the Scope of Services or otherwise agreed to by both parties.
- 4.3.2. Each Proponent must submit a Operating Budget over the contract term that must support the Scope of Services contained in herein and fully encompass all activities in the Proponent's proposal.

5. **Submittals:** The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet <sup>2</sup>	Check (v)
	<u><b>Volume 1</b></u>	
1.	Executive Summary	
2.	Organizational Structure	
3.	Overall Project Experience, Qualifications, and Performance on Previous Similar Projects	
4.	Key Personnel/Resumes	
5.	Management Plan	
6.		
	<u><b>Volume 2</b></u>	
7.	Form 1: Illegal Immigration Reform and Enforcement Act – Contractor Affidavit	
8.	Form 2: Proponent Disclosure Form and Questionnaire	
9.	Form 3: Proponent's Financial Disclosures	
10.	Form 4: Acknowledgement of Insurance and Bonding	
12.	Form 6: Acknowledgement of Addendum	
13.	Form 7: List of Clients / References	
14.	Form 8: Proponent Contact Directory	
15.	Exhibit A-1: Operating Budget	
16.	Appendix A: Office of Contract Compliance Submittals	

<sup>2</sup> This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.



### Part 3

#### Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP. All Proposals will be evaluated using the criteria specified below:

##### **Operations & Management Plan: (weight = 25 points)**

Evaluators will examine the quality, comprehensive nature, and feasibility of the Proponent's Operations Plan for procedures and methods of operation. Evaluators will consider the quality, comprehensiveness, and feasibility of the Proponent's management Plan for staffing, management personnel, and training. The Proponent is expected to employ professional, well-trained staff, including qualified and trained managers and supervisors, CSRs, Call Center Operators, Administrative Assistants and others to assure a high standard of service to fulfill its obligations under the Contract. The Proponent shall develop, implement, and maintain a salary/wage structure by job category.

##### **Industry Experience & Qualifications: (weight = 25 points)**

Evaluators will consider the background, qualifications, and experience of the Proponent in customer service operations at other locations. The City will consider the quality of past performance with regard to customer service and reliability of service. This criterion shall also take into account the similarity of Proponent's other operations to the one described in this RFP.

##### **Operating Budget: (weight = 20 points)**

Evaluators will consider the pro forma Operating Budget for each month between the Effective Date and the beginning of the first Contract Year (the period from January 14, 2014 through June 30, 2014) and the pro forma Operating Budget for the first Contract Year of operations and will specifically evaluate the thoroughness, completeness, and reasonableness of the proposed expenses.

##### **Management Fee Offer: (weight = 10 points)**

Evaluators will consider the amount of the Proponent's annual Management Fee offer to the City. While Proponents are required to offer the management fee over the entire term, including the option period, the proposed fee for the option period will not be considered in the evaluation of these criteria.

##### **Financial Capability: (weight = 5 points)**

The City's Department of Finance will evaluate the strength of Proponents' financial statements and other required financial information. Proponents who fail to submit all required financial

information shall be deemed non-responsive. The review will focus primarily on the Proponent's Statement of Income, Balance Sheet, and Cash Flow Statements. Ratio Analysis will be included while determining the Proponent's financial strength as well as a review of the sources and uses of funds.

**Office of Contract Compliance Requirements: (weight = 15 points)**

The City's Office of Contract Compliance will evaluate the compliance of the Proposal with the City's Equal Business Opportunity Program and other applicable programs. This criterion is not scored on a sliding scale. Proponents who fail to evidence compliance with the City's programs shall be deemed non-responsive.

### Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code and this RFP document, rating the criteria specified on the evaluation form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

EVALUATION FORM			
CATEGORIES	CATEGORY SCORE	RELATIVE WEIGHT	TOTAL CATEGORY SCORE
Operations and Management Plan		25	
Industry Experience and Qualifications		25	
Management Fee Offer		10	
Operating Budget		20	
Financial Capability		5	
OCC Program Requirements		15	
		100%	

For purposes of evaluating all of the Proposals timely received by the City, the City will assess a score between zero (0) and ten (10) for each Category noted above. The total category score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = total category score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score.

## **PART 4**

### **SUBMITTAL FORMS**

Form 1	Contractor's Affidavit
Form 2	Disclosure Form and Questionnaire
Form 3	Proponent's Financial Disclosures (with attachments)
Form 4	Acknowledgement of Insurance and Bonding Requirements
Form 6	Acknowledgement of Addenda
Form 7	Proponent Contact Directory
Form 8	List of Clients

## **FORM 1**

### **Illegal Immigration Reform and Enforcement Act Forms**

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Proponents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Proponents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal prior to the proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself (see Example 1 below). Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (see Example 2 below).

Example 1: ABC, Inc. and XYZ, Inc. form and submit a bid as AirportFood, LLC. AirportFood, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of AirportFood, LLC which includes the Federal Work Authorization User ID Number issued to AirportFood, LLC.

Example 2: ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Bid under the name AirportFood, JV. If, based on the nature of the JV agreement, Airport Food, JV is not required to obtain an Employer Identification Number from the IRS. The Bid submitted by AirportFood, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Contractor Affidavit**  
**O.C.G.A. § 13-10-91(b)(1)**

By executing this Contractor Affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer:     City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**Subcontractor Affidavit**

**O.C.G.A. § 13-10-91(b)(3)**

By executing this Subcontractor Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer:     City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Sub-subcontractor Affidavit**

**O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor) with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: \_\_\_\_\_ City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## Form 2

### Disclosure Form and Questionnaire

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal/Bid submission and included as a part of the Proposal/Bid.

#### **A. For the purposes of this Disclosure Form and Questionnaire:**

1. "Proponent" means an individual, entity or partnership submitting a proposal or bid in response to this Solicitation.
  - (a) If the Proponent is an individual, disclosures for that individual must be provided.
  - (b) If the Proponent is an entity (e.g. corporation, limited liability company, etc.) or partnership (e.g. general partnership, limited partnership, joint venture, teaming arrangement, etc.), disclosures for that entity or partnership must be provided, as well as separate disclosure for its constituent members, firms, partners, joint ventures, team members and first-tier subconsultants (collectively referred to herein as "Respondent").
2. "Affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.
3. "Control" means that the controlling entity:
  - (a) Possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or
  - (b) Has direct or indirect ownership in the aggregate of fifty-one (51%) or more of any class of voting or equity interests in the controlled entity.

#### **B. The following information must be provided:**

1. Please provide the names and business addresses of Proponent or Respondent and each of Proponent's or Respondent's officers, directors, affiliates and other employees, agents or representatives for this project. Describe accurately, fully and completely their respective relationships with the Proponent or Respondent, including their ownership interests and their anticipated role in the management and operations of the Proponent or Respondent.

2. Please describe the general development of the Proponent's or Respondent's business during the past ten (10) years, or such shorter period of time that the Proponent or Respondent has been in business.

3. List any lawsuits, administrative actions or litigation to which Proponent or Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.

4. Provide details if Proponent or Respondent has been charged with a criminal offense within the last ten (10) years.

5. Describe any citation or notices of violation which Proponent or Respondent received from any government agency (including, but not limited to, OSHA) in connection with any of Proponent's or Respondent's work during the past ten (10) years.

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent or Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

- (a) Whether Proponent or Respondent, or Affiliate, currently or previously associated with Proponent or Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
- (b) Whether Proponent or Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent or Respondent from engaging in any type of business practice; and
- (c) Whether Proponent or Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent or Respondent which directly arose from activities conducted by Proponent or Respondent which submitted a bid or proposal for the subject project.

7. State whether any employee, agent or representative of Proponent or Respondent who is or will be directly involved in the project, in the last ten (10) years:

- (a) Directly or indirectly has or had a business relationship with the City;
- (b) Directly or indirectly has received revenues from the City; or,

- (c) Directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.

8. State whether any employee, agent or representative of Proponent or Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

9. Describe any subcontractors, employees or Affiliates that have a current contractual relationship with the City of Atlanta.

10. Does Proponent's executive management or any board member hold a leadership position with an entity doing business with the City of Atlanta?

11. Will the selection of your firm result in any actual or potential conflicts of interest or appearance of conflicts of interest? If so, please specify any party with whom a conflict exists or might arise, the nature of the conflict and whether your firm would step aside or withdraw in the event of a conflict of interest.

12. Provide details if Proponent or Respondent is or has been (within the last five years) suspended or debarred from participating in any procurement process with any local, state, or federal government.

13. The Proponent must submit documentary evidence that it is authorized to transact business in Georgia.

**C. By signing below, the Proponent acknowledges and agrees to abide by the following provisions:**

1. Contractor Shall Certify Satisfaction of all Underlying Obligations. Before final payment is made to Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

2. Certification of Independent Price Determination. Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Proponents shall identify a person having authority to sign for the Proponent who shall certify, by executing below, as follows:

"I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and

federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Proponent/offeree."

**3. Prohibition on Kickbacks or Gratuities.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**4. Equal Employment Opportunity (EEO) Provision.** All Proponents/Bidders are required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances. During the performance of the agreement, the contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:
  - (i) Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

- (ii) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- (b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- (c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.

- (g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
  - (3) Cancellation of the public contract;
  - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

5. Whether you are an individual executing this form or you are an authorized representative of an entity or partnership executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

**(Remainder of page intentionally left blank)**

### Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Proponent.

**Sign here if you are an individual:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Sign here if you are an authorized representative of a responding entity or partnership:**

Printed Name of Entity or Partnership: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity or partnership name) this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

### **FORM 3**

#### **Proponent's Financial Disclosures**

**Instructions:** It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.



**Part A: General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or  
partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity  
or partnership completing this Form  
to the Proponent: \_\_\_\_\_

Contact information of individual,  
entity or partnership completing  
this Form: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

## Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable;
    - (iv) Two (2) banks or other institutional lenders' references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years:

	<u>Year: 2010</u> (thousands)	<u>Year: 2011</u> (thousands)	<u>Year: 2012</u> (thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

### Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

**Sign here if you are an individual:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Sign here if you are an authorized representative of a responding entity:**

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**FORM 4**

**ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, ("Proponent"), acknowledge that if selected as the successful Proponent for **FC-6851: Quality Customer Service Representatives Program at H-JAIA** (the "RFP"), Proponent shall comply with all insurance and bonding requirements contained in the Agreement (attached at Part 5 of the RFP), including, but not limited to **Exhibit D** attached thereto, and any other attachments to the RFP which pertain to insurance and/or bonding.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of the Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that Proponent's failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may, in the City's sole discretion, result in the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Proponent agrees to comply unconditionally with all requirements related to insurance and bonding. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Date: \_\_\_\_\_, 2013

Corporate Proponent:

[Insert Corporate Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant  
Secretary (Seal)

Date: \_\_\_\_\_, 2013

Non-Corporate Proponent:

[Insert Non-Corporate Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)

My Commission Expires: \_\_\_\_\_

**FORM 5**

**ACKNOWLEDGMENT OF ADDENDA**

Each Proponent should sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of Proponent's receipt of the Addenda issued for this RFP.

This is to acknowledge receipt of the following Addenda for **FC-6851: Quality Customer Service Representatives Program at H-JAIA.**

1. **NONE** [ ☐ ]
2. \_\_\_\_\_;
3. \_\_\_\_\_;
4. \_\_\_\_\_; and
5. \_\_\_\_\_.

Date: \_\_\_\_\_, 2013

Corporate Proponent:

[Insert Corporate Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Date: \_\_\_\_\_, 2013

Non-Corporate Proponent:

[Insert Non-Corporate Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

# FORM 7

## PROPOONENT CONTACT DIRECTORY

This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals authorized to represent the firm for purposes of this RFP; and
2. All of Proponent's subcontractors (if any).

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

**FORM 8**

**LIST OF CLIENTS<sup>1</sup>**

Each Proponent must provide client references using the following format<sup>2</sup>:

Client:                      Name  
                                    Address  
                                    City, State, Zip  
                                    Phone  
                                    Fax  
                                    E-Mail

Project:                  Conference Management Services

Contact Person:        Mr. John Doe  
                                    (404) 555-5555

Date(s) of Project:    August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role:    Responsible for etc.

Completion Status:

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(Next Client)

<sup>1</sup>Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its proposal as long as such form meets the informational requirements of this form.

<sup>2</sup> Each Proponent must provide at least one client reference; however, if available, Proponents should provide at least three client references.



## Part 5

### Services Agreement

This Services Agreement ("**Agreement**") is entered into and effective as of \_\_\_\_\_, 2014 (the "**Effective Date**") between the City of Atlanta ("**City**") and the service provider ("**Service Provider**") set forth below.

<b>Contract Name:</b> Quality Customer Service Representatives Program	<b>Contract No.</b> FC-6851
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency:</b> Department of Aviation – Customer Service
<b>Address:</b>	<b>Address:</b> Hartsfield-Jackson Atlanta International Airport 6000 North Terminal Parkway P.O. Box 20509 Atlanta, GA 30320
<b>Phone:</b>	<b>Phone:</b> 404-530-2365
<b>Fax:</b>	<b>Fax:</b> 404-305-7974
<b>E-Mail:</b>	<b>E-Mail:</b> <a href="mailto:Jan.Lister@Atlanta-Airport.com">Jan.Lister@Atlanta-Airport.com</a>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b> Jan Lister, Customer Service Manager

#### 1. Background.

- 1.1 City desires to obtain from Service Provider the services ("**Services**") described generally on **Exhibit A** attached.
- 1.2 The total not to exceed compensation amount payable by City during the three (3) year initial term of this Agreement is \$\_\_\_\_\_ ("**Maximum Payment Amount**"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

#### 2. Term.

- 2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on [\_\_\_\_\_]. The initial

term of the Agreement and any renewal term(s) are collectively referred to as the "Term."

- 2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for one (1) additional two (2) year term according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish the compensation amount based on an average of the amount paid during the initial three (3) year initial term. The legislation will also establish that the date of such renewal will be the day immediately following the expiration day of the prior Term.

2.2.2 If such legislation is enacted, within ten (10) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit C** attached hereto.

4. Authorization. This Agreement is authorized by legislation adopted by City which is attached as **Exhibit B**.

5. Services.

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. **Exhibit A** sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on **Exhibit A**, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

### 5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").<sup>3</sup> All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

(d) Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

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<sup>3</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

- 5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.
- 5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.
- 5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.
- 5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. **Service Provider's Obligations.**

6.1 **Service Provider Personnel.** Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 **Qualifications.** Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 **Removal of Personnel Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 **Key Service Provider Personnel and Key Subcontractors.**

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

## 7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any

way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

**8. Payment Procedures.**

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, material men, suppliers and similar firms or persons engaged by Service

Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City as follows:

9.1 **Authority.** Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 **Standards.** The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 **Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 **Materials and Equipment.** Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. **Compliance with Laws.**

11.1 **General.** Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

11.2 **City's Socio-Economic Programs.** Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

11.3 **Consents, Licenses and Permits.** Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with,



and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

**11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

11.3 Georgia Open Records Act. The provisions above notwithstanding, information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.]."

## **12. Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all

actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

**13. Audit and Inspection Rights.**

**13.1 General.**

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

13.3 City's Shopping Service. The City shall have the right, at any time, without limitation, to monitor and test the quality and effectiveness of the Operator's services, compliance with the terms and conditions of the Contract, adherence to the operations and procedures described in the Manual, customer service through the use of a professional shopping service employed by the City (this is in addition to the Operator's Shopping Service). In the event such shopping service determines that the level of the Operator's service is below that required by the Contract, the Operator shall take corrective action or else be subject to the assessment of Liquidated Damages as defined herein. The Operator must ensure internal and external customer service satisfaction surveys are conducted to determine the level of satisfaction and submitted to the Department of Aviation.

**14. Indemnification by Service Provider.**

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. The maximum aggregate liability of city hereunder is limited to the total of all charges actually paid during the current year under the agreement. Except for provider's indemnity obligations set forth in the Section entitled "**Indemnification By Service Provider**" and willful misconduct or gross negligence by provider, neither party shall be liable for any indirect, consequential, or punitive damages (or any comparable category or form of such damages, howsoever characterized in any jurisdiction), arising out of or resulting from the performance or nonperformance of its obligations under this agreement, regardless of the form of action, whether in contract, negligence, tort, strict liability, products liability or otherwise, and even if foreseeable or if such party has been advised of the possibility of such damages.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Exhibit D**.

17. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. **Termination.**

18.1 **Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

- (a) For a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) Immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;
- (c) Immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- (d) Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause,**" Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "**Termination by City for Convenience.**"

18.3 **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with

creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

**19. Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

**20. General.**

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be *void ab initio*.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information



concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. Service provider may not unilaterally amend or modify this agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by city and of no force or effect.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

**21. State Law Requirements.**

21.1 Illegal Immigration Reform and Enforcement Act. Pursuant to O.C.G.A. 13-10-91 et seq., Contractor is required to execute the Contractor Affidavit, attached hereto and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

**22. City of Atlanta Code Requirements.**

22.1 Contractor Required to Certify Prompt Payment of Subcontractors and Suppliers. If applicable, the Contractor shall certify in writing that all subcontractors and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. Contractor is required to pay subcontractors or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

22.2 Contractor Required to Certify Satisfaction of all Underlying Obligations. If applicable, before final payment is made to Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

22.3 Contingent Fees Prohibited. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract; and that the Contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

22.4 Prohibition against Contracting with Predatory or High Cost Lenders. By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

22.5 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code or Ordinances, § 2-1484, the Contractor acknowledges the following prohibitions on gratuities and kickbacks:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter

pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

- (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

22.6 Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. The Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. The Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. The Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which The Service Provider employees report to perform the services required by this Agreement. The Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. The Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

23.7 Equal Employment Opportunity (EEO) Provision. The contractor shall comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the contractor agrees as follows:

- (a) The contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

(b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

(c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

(e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

(f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.

(g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

- (1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
- (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
- (3) Cancellation of the public contract;
- (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

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The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**City of Atlanta**

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**Mayor**

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**Municipal Clerk (Seal)**

**Approved:**

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**Aviation General Manager**

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**Chief Procurement Officer**

**Approved as to form:**

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**Senior Assistant City Attorney**

**Signature Block Options for Service Provider:**

**Corporate signature:**

**[Insert Corporate Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

**Corporate Secretary/Assistant  
Secretary (Seal)**

**Limited Liability Company:**

**[Insert LLC Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A. GENERALLY**

1. The Operator shall provide comprehensive management services for the Quality Customer Service Program, to include the staffing of CSRs, CCRs, and VAs (as hereinafter defined) to: provide Security Checkpoint Queue Management; staff the Airport Information Telephone Call Center; assist with Ground Transportation ("GT") operations; and provide assistance at other areas in the Airport in accordance with the requirements of the contract, the City-approved Operations and Procedures Manual as defined herein, and as directed in writing by the City. The Operator shall provide prompt, courteous, and high-quality service to Airport patrons at all times.
2. The program was established to welcome and proactively assist the traveling public in a professional, courteous, and friendly manner. The CSRs, CCRs, Volunteers, Volunteer Assistants, and their Supervisors and Managers, are expected to provide accurate information regarding Airport services, facilities, and amenities; may be required to accompany passengers to their gates or other non-SIDA areas; and coordinate assistance needed to move customers in a safe and efficient manner through the Airport. CSRs shall assist with the day-to-day operations of the GT Center as needed. The Operator shall ensure that the operation is managed in a manner acceptable to the City and that clean, safe, efficient, attractive, high quality facilities and services are provided to Airport patrons at all times. The Operator shall be a major contributor to keeping the Airport "Opening Day Fresh."

#### **B. FACILITIES AND EQUIPMENT**

1. The Operator is hereby assigned, without charge, one office for the joint use of the Managers and Supervisors and space for Call Center Operations. A common Break Room and Locker Facility (collectively the "Facilities") will be provided for employees and volunteers to utilize.
2. The Operator is also assigned Radio Equipment as described in Exhibit A to Part 4: Assigned Equipment, for use by every CSR and CSR Supervisor as part of his/her standard equipment. The Operator is responsible for daily radio inventories at the beginning and end of each shift. Inventory reports will be forwarded to the Department of Aviation monthly. Lost or damaged equipment will be reported immediately.

- a. All equipment assigned to the Operator by the City is, and shall remain, the property of the City. All such equipment is subject to the City's inventory control system. An inventory check will be conducted on the Effective Date, when such assets are turned over to the control of the Operator, and from time to time throughout the Term. In addition, the Aviation General Manager may authorize or direct the Operator to purchase additional replacement equipment for the City as a reimbursable expense. Title to such equipment shall vest in the City immediately upon purchase. The Operator shall keep all equipment in good working order, normal wear and tear excepted.
- b. Any equipment assigned to the Operator by the City that is lost, stolen or destroyed shall be reported to the City no more than forty-eight (48) hours after the Operator becomes aware of the lost, stolen or destroyed equipment. The Operator shall be responsible for the replacement and cost of any lost, stolen or destroyed City equipment assigned to the Operator.
- c. The Operator may purchase, at its expense, office equipment or other materials for its own use in managing the program. Such additional equipment or materials will remain the property of Operator.

### **3. Use of the Facilities**

- a. The Operator's use of the Facilities described above shall in no way be deemed to be a lease of the areas.
- b. The Operator shall use the Facilities only for purposes consistent with and in furtherance of its duties under the Contract and for no other purpose whatsoever. The Operator shall not install any coin or credit card operated devices such as pay telephones, vending or amusement machines or devices, nor install or permit commercial advertising signs or any other types of commercial activity without prior written permission of the Aviation General Manager.
- c. The Operator shall not install any software on City-owned computers used in the Airport and computers connected to the City's Local Area Network (LAN) without prior written approval of the Aviation General Manager. All computer-related purchases or equipment must be reviewed and approved by City of Atlanta Department of Information Technology (DIT) before procurement. The Operator shall not connect ANY device, local or wireless, to the network without approval from the Department of Aviation/DIT.

4. **Right of Inspection of Facilities by the City** – The Operator shall permit the City, its agents, and employees to enter and view all the facilities occupied by or assigned to the Operator at any time for inspecting, testing, or maintaining such Facilities or for doing any other acts that may be necessary or desirable for the proper operation of the Airport.
5. **Additional Facilities/Services** – The City hereby reserves the right to establish, at any time, additional related services that will benefit the Airport. Adjustments to the Management Fee shall be in accordance with the provisions of these specifications under the heading “Changes in the Scope of Operations.”
6. **Facilities and Rights Not Exclusive** – The rights granted under the contract are not exclusive and the City reserves the right to contract with others for Customer Service related services without obligation to engage Operator to staff or manage those additional operations, to change the Operator’s Management Fee, or any other obligation whatsoever.
7. **Patron Claims and Complaints** – The Operator shall promptly investigate and resolve all complaints about service by their employees. The Operator shall furnish the Department of Aviation with a copy of the complaint, the Operator’s documentation of its investigation of the complaint, and its written response within 48 hours. The Operator shall maintain a computer database of compliments and complaints which shall be made available to the City upon request.
8. **Lost and Found Articles** – All lost articles found by the Operator, its agents or employees, or which are found by patrons and given to the Operator, shall be turned over to the Airport Lost and Found Office as soon as possible but no longer than within 24 hours. The Operator, its agents, and employees shall have no right to reclaim said articles.

**C. PERSONNEL**

1. **Recruiting and Hiring Process** – The Operator will be responsible for recruiting individuals with suitability for Customer Service responsibilities, (using the Job Descriptions listed in Exhibits D - J to Part 4), with a variety of spoken language skills. A third-party subcontractor will be responsible for creating and implementing a valid pre-employment testing instrument to determine candidates’ suitability to perform in a Customer Service environment (as determined in Exhibits D - J to Part 4: Form of Contract). Said testing instrument will be different from the interview instrument and will measure the CSR’s propensity for good customer service.

The Operator shall be responsible for performing a Federal Bureau of Investigation (FBI) fingerprint-based criminal history records check on all employees upon hire. The maximum cost shall not exceed \$12,500\* annually. In the event of any vacancies in CSR positions, the selected Operator shall secure a replacement within three (3) weeks of such vacancy. The selected Operator shall provide a monthly report indicating the CSR and CSR Supervisor current roster of employees and turnover rates, and the agency's turnover rates for the purpose of comparison.

**2. Wages, Benefits, and Annual Hours**

- a. Upon hire, CSRs and CCRs shall be paid a minimum hourly rate of \$10.00 to \$12.00, based on experience and language skills. An annual rate increase, not to exceed three percent (3%) and/or a total of \$15.00 per hour, shall be provided based on seniority and job performance and with the approval of the DOA Contract and Landside Operations Managers.

Upon hire, CSR Lead Agents shall be paid a minimum hourly rate of \$13.00 to \$15.00, based on experience and language skills. An annual rate increase, not to exceed three percent (3%) and/or a total of \$17.00 per hour, shall be provided based on seniority and job performance and with the approval of the Contract and DOA Landside Operations Managers.

Upon hire, Volunteer Assistants shall be paid a minimum hourly rate of \$13.00 to \$15.00, based on experience and language skills. An annual rate increase, not to exceed three percent (3%) and/or a total of \$17.00 per hour, shall be provided based on seniority and job performance and with the approval of the Contract and DOA Landside Operations Managers.

Upon hire, Customer Service Supervisors shall be paid an hourly rate of \$14.00 - \$16.00 based on experience and language skills. An annual rate increase, not to exceed three percent (3%) and/or a total of \$18.00 per hour, shall be provided based on seniority and job performance and with the approval of the Contract and DOA Landside Operations Managers.

The Project Manager and Customer Service Operations Manager salaries must be approved by the Department of Aviation.

- b. The Operator may be authorized to provide an annual Cost of Living Adjustment to each employee's current rate of pay if approved by the Aviation General Manager.

- c. Transitioning CSRs and other employees shall be paid at the current rate or at the lowest hourly rate specified in this section if the current hourly rate is less than the pay rate for the new employees. The Operator shall interview all CSRs, CCRs, CSR Supervisors and CSR Lead Agents who currently employed in the Quality Customer Service Program to determine their eligibility for retention. **The City will approve or disapprove decisions regarding the rehiring of current employees.**
  - d. The Operator shall make available employee benefits for all full-time CSRs, Supervisors and Administrative Staff.
  - e. The maximum number of annual hours required for the Quality Customer Care Program should not exceed 150,000 which include 500 overtime hours unless approved by the Department of Aviation. The City hereby reserves the right to increase or decrease, at any time, the annual hours required for the Quality Customer Service Program as needed by the Airport.
  - f. Vacation time shall not exceed two (2) weeks per year per Operator employee and shall be made available on an accrual basis to full-time staff after a six (6) month period. Accrued vacation shall be made available to CSR staff to roll over for three (3) months into the following year for years two (2) – five (5) of the contract.
3. **Transportation** – The Operator may purchase parking spaces from the Department of Aviation if available at a rate agreed upon at the time of purchase. The Operator shall provide monthly MARTA 'Breeze Cards' to employees selecting to use MARTA as an alternative mode of transportation. The cost for the MARTA cards will be reimbursed by the City with an annual cost not to exceed \$100,000, unless approved by the Department of Aviation.
4. **Training Responsibilities** – The Department of Aviation will provide initial Operational Training and will be responsible for updating the CSRs and CSR Supervisors annually regarding Airport Operations Policies and Procedures.

The Department of Aviation Operations training is Airport specific, and will be based on the following:

- a. Security Checkpoint Queue Management;
- b. Use of the 2-way radio;
- c. Sky Train Outage;

- d. Plane Train Outage;
- e. Emergency Procedures;
- f. Evacuation Procedures;
- g. Ground Transportation Procedures; and
- h. Other situations that may arise due to new activities, construction, etc. taking place in the Airport.

The Operator will be responsible for providing ongoing approved Quality Customer Service Training to CSRs, Supervisors and Administrative Staff prior to their deployment at the Airport. Additionally, the Operator will provide annual Customer Service Refresher Training at no additional cost to the City.

The Operator shall maintain an adequate number of American Heart Association certified CPR Instructors within the CSR staff, who will be responsible for Certified CPR/AED training of all employees within the first six (6) months of the contract and annually thereafter. In addition, the Operator will ensure that CPR training materials (books, masks, etc.) are kept in stock.

The Operator shall ensure that all CSRs attend the airport-wide *Passport to Customer Service Excellence* class within the first six (6) months of employment.

5. **Employee Recognition Program** – The Operator shall implement an Employee Recognition Program which will include incentives based on a mixture of Mystery Shopper Reports (conducted by the Department of Aviation), quarterly and annual Supervisor/Manager Reports, and the 'token system' previously established for the CSRs. Awards will be given quarterly and at an Annual Recognition Program. Incentives will consist of various gift cards as well as promotional gifts, trophies, etc. The cost of the program shall not exceed \$20,000 annually unless approved by the Department of Aviation. The Operator may make changes in the Recognition Program with the approval of the Contract Manager.
6. **Employee Evaluations** – Any observances based on the DOA Mystery Shopper Report(s) shall be shared with the employee about whom the shopping report refers within three (3) days of receiving the report. The observations shall be shared with the employee in an effort to improve or enhance his or her performance, or as a means of commendation for positive scores. Positive observations may be used as criteria for employee recognition. **The Operator will conduct a formal written performance evaluation for each employee after the first 90 days of employment and annually after that, a copy of which will be provided to the Department of Aviation.**

7. **Employee Satisfaction Survey** – If requested by the Department of Aviation, the Operator shall conduct periodic employee satisfaction surveys. Results will be provided to the Department of Aviation.
8. **Performance and Evaluation Meetings** – The Contract Manager or a designated DOA representative will meet monthly with the Operator's representatives. A mutual effort will be made to resolve any and all problems identified at these meetings. Meetings will be scheduled and held by the Contract Manager. If minutes are distributed, and should the Operator not concur with the same, he/she will set forth in writing his/her reasons for the disagreement and present them to the Contract Manager or a designated representative for resolution.
9. **Adjustments** – The City reserves the right to increase or decrease the number of annual hours set forth herein and shall not be subject to any penalties as a result of any increase or decrease in annual hours. In any case, the hourly rate set forth in the contract shall prevail during the entire period of the contract.
10. **Schedule of Operating Hours** – The Operator's plan for managing and operating the Quality Customer Service Program shall detail how the Operator will operate personnel services from 0445 – 2300 seven (7) days a week, 365 days a year. Special events can create peak demand on any day and during any hour, which may require overtime hours.

The City will provide the Operator with a detailed schedule of deployment locations. Upon execution of the Contract, the Operator shall have staff deployed within 30 days. If the Operator is not a local vendor, then the Operator will provide a local representative with an office on or near the Airport (at no additional cost to the City) to monitor the program, and handle specific concerns related to the employees and the project.

11. **Drugs, Alcohol, and Weapons** – The Operator's personnel may not bring onto the Airport, or any other location where the provisions of this Contract apply the following:
  - a. Firearms of any nature, no cutting instruments of any kind, or any other object which, in the sole judgment of City, is determined to be a potential weapon or prohibited item.
  - b. Alcoholic beverages of any nature.
  - c. Illegal or City prohibited non-prescription drugs of any nature.

d. Violations.

Operator will abide by and enforce the requirements of this clause to include the immediate removal from work under this Contract of any employee who has violated the requirements of this clause or who the City, in its sole judgment, determines has violated the requirements of this clause.

**D. FINANCIAL CONSIDERATION**

1. **Operating Budget, Reimbursable Expenses, and Operating Funds** – The Operator shall prepare and submit to the City for its review and approval an Operating Budget for each Contract Year during the Term. The Operating Budget shall be reviewed quarterly by the Parties and may be reviewed more frequently at the request of either of the Parties.

a. All Operating Budget approvals and approvals of revisions of said Operating Budgets will be made in writing by the Aviation General Manager. The approved Operating Budget or revised Operating Budget shall be binding upon the Operator.

b. The Operating Budget shall be comprised of two sections: The first shall detail the normal, Recurring Reimbursable Expenses, such as those listed below, and the second shall detail the Non-Recurring Reimbursable Expenses that are expected to occur on a one-time or irregular basis. These two sections together shall constitute the Operating Budget (Exhibit A to Part 2: Proposal Format & Forms).

The normal, Recurring Reimbursable Expenses portion of the Operating Budget shall include the following separate subsections or other subsections as the City directs, broken down into the level of line-item detail as requested by the City for Airport Facility expenses:

- a. Personnel Compensation
- b. Employee Benefits
- c. Training
- d. Reimbursable Contractual Services
- e. Uniforms
- f. Insurance & Taxes
- g. Management Fee



The Operating Budget shall include a separate schedule detailing the foreseeable, non-recurring expenses that are expected to occur on a one-time or irregular basis.

2. **First Contract Year Operating Budget** – The City and Operator shall jointly and promptly review the Operator’s first Contract Year Operating Budget that was submitted with the Operator’s proposal and revise said Operating Budget so that final approval may be made as soon after the Effective Date as practicable.
3. **Budget Schedule** – For the subsequent Contract Years, the Operator shall develop and submit its Operating Budget to the City according to the following schedule:

Action	Completion Date
Proponent Submits Operating Budget to the City	
City review and comments completed	
Approval of Final Operating Budget and First Quarter Plan	
Closeout of previous Contract Year Budget	
Contract Year Begins	
Evaluation/review of previous Contract Year Budget performance	

4. **Quarterly Budget Review** – The Parties shall jointly review and revise, as needed, the approved Operating Budget quarterly, at a minimum, as follows:

Action	Completion Date
First Quarter Review	October 15
Second Quarter Review	February 15
Third Quarter Review	May 15
Fourth Quarter Review	August 15

5. **Shifting of Budgeted Funds** – The Operator may, subject to advance written approval by the Aviation General Manager, shift funds within the Operating Budget from one line

item to another as necessary to fulfill the service and operations requirements specified herein.

- 6. Reimbursable Expenses** – All line items included in the approved Operating Budget and additional items approved in writing by the Aviation General Manager shall be considered Reimbursable Expenses. All reasonable expenses relating to the operation of the Quality Customer Service Program, except Non-Reimbursable Expenses as defined below, are reimbursable provided that the expenses are either included in the approved Operating Budget or specifically approved in writing by the Aviation General Manager. Any expenditure not included in the approved Operating Budget or otherwise expressly approved in writing by the Aviation General Manager is not a Reimbursable Expense.

The Operator shall ensure that Reimbursable Expenses are submitted for payment in accordance with the approved Operating Budget and fall within the expenditure's fiscal budget cycle, with the exception of payments associated with the last month of the budget year, which would be paid as soon as practical in the subsequent budget year. Invoices occurring in the final months of the last Contract Year shall be minimized so as to limit the liability of exposure to the City for accounting obligations.

- a. Reimbursable Budgeted Operating Expenses include, but are not necessarily limited to the following:
- i. Base payroll costs, including regular salaries and wages (FICA, SUTA, Workers Compensation, and Social Security), employee incentive payments, local employee training costs and overtime as evidenced by a payroll register;
  - ii. The cost of time-recording systems, automated payroll processing, and direct deposit of wages;
  - iii. The cost of employee benefits (including sick days, health insurance, vacation and holiday pay) applicable only to employees employed by the Operator at the Airport;
  - iv. The cost of Security Badges, pre-employment testing, random drug testing, and criminal history checks for CSRs & CCRs;
  - v. Recruiting and advertising expenses for the Quality Customer Service Program;
  - vi. The cost of training materials for local employees, employee seminars, and local training programs or seminars approved in advance by the Aviation General Manager or designated representative;

- vii. Local personnel recruiting and advertising;
- viii. Postage (provide supporting documentation) and pre-printed forms for operation;
- ix. Maintenance material, supplies used on site, and small equipment;
- x. Replacement equipment with direction or authorization of Aviation General Manager;
- xi. Cost of uniforms and the cost of uniform maintenance;
- xii. The cost of insurance as required. If the Operator insures more than one of its operations under the same insurance policy, it shall be reimbursed by the City for only the portion of the cost of such insurance that is allocated to the Operator's operations under the Contract. The Operator shall not be entitled to reimbursement in an amount greater than the cost of separately insuring its operations under the Contract;
- xiii. MARTA cards and/or parking (if there are spaces is available);
- xiv. Start-up and transition costs as detailed in the Operating Budget or as approved in advance by the Aviation General Manager;
- xv. Cell phones, Blackberries, PDAs, and other wireless devices, as approved by the Contract Manager for use by Managers, Supervisors, and CSRs as necessary at the Airport not to exceed \$100 per unit per month;
- xvi. Incentive awards;
- xvii. Meetings costs with executive staff.

7. **Required Prior Approval of Budgeted Reimbursable Expenses** – The City shall reimburse the Operator for prior approved, budgeted costs and expenses incurred in the operation and management of the Customer Program operations. Reimbursement of all approved budgeted expenses shall be submitted with the Operator's Certified Monthly Statement. All operating expenses exceeding \$2,500 shall require approval of the Aviation General Manager or designated representative prior to making the expenditure. For those expenditures that recur each month, the Operator shall notify the Aviation General Manager when it requests its initial approval that the expenditure shall be a recurring one and shall provide a detailed schedule setting forth the recurring nature of the expenditure. The Aviation General Manager may, in his/her sole discretion, provide advance approval of the continued payment of the expenditure based on the schedule provided by the Operator.

8. **Reimbursement of Transition Costs** – The Operator shall invoice the City for its start-up and transition costs allowed herein within 90 days of the Effective Date. Reimbursement of the Operator's start-up and transition costs shall be made by the City within approximately 30 days of the receipt of such invoice provided that:
- a. The statement is in the format required by the City;
  - b. All appropriate supporting documents are attached to the invoice;
  - c. The statement contains a certification that the City has not previously reimbursed the Operator for any of the itemized costs and expenses; and
  - d. The claim for reimbursement does not exceed the amount of the Operating Budget for transition costs.
9. **Non-Reimbursable Expenses** – The approved Operating Budget shall not include the following expenses (all of which shall be paid for by the Operator using its own funds):
- a. Salary, costs and expenses of all off-site, nonresident legal, audit, administrative, bookkeeping and executive personnel of the Operator, except as specifically approved in writing by the Aviation General Manager. "Nonresident" personnel are defined as personnel whose primary work site is not within the Airport;
  - b. Expenses such as home office travel, home office or local entertainment and accommodations, and off-site general office expenses;
  - c. Membership in any professional organization and travel to training programs and seminars that are not local;
  - d. Deductibles for insurance claims and the administrative costs of administering claims;
  - e. The expenses of legal representation;
  - f. The expense of any penalties, fines, and late payment fees incurred by the Operator;
  - g. The expense of taxes and similar fees incurred by the Operator in its business operations; provided, however, that sales or use taxes incurred on goods and services purchased **under the Contract** shall be considered Reimbursable Expenses;

- h. Missing or unreturned item fees for employee badges, lost employee parking permits, uniforms, laundry and linens;
- i. Any cost incurred for repair or replacement of Airport property due to loss, acts of vandalism, loss and/or negligence caused by employees of the Operator;
- j. The financing costs associated with the Operator's working capital;
- k. The cost of any expenses incurred by the Operator in connection with the indemnification provisions of the Contract;
- l. The cost of meetings between executive level representatives of the Operator and the City staff;
- m. Any employee compensation benefits, e.g., a car allowance, that are not specifically approved by the Aviation General Manager;
- n. All "personal" long-distance phone calls made by its employees under the Contract; business calls and any monthly maintenance fees or installation costs are reimbursable subject to review and written approval by the Aviation General Manager; and
- o. Performance Guarantee.

*(See chart on next page.)*

### REIMBURSABLE & NON-REIMBURSABLE EXPENSES

Reimbursable Operating Expenses	Non-Reimbursable Expenses
Payroll	Salary costs for off-site personnel (Non-resident legal, audit, administrative, bookkeeping, and executive)
Automated time recording systems and direct deposit	Home office travel, entertainment, accommodations and off-site general office expenses
Employee benefits (sick leave, health insurance, vacation and holiday pay)	Membership in any professional organization and travel to training programs/seminars <u>not</u> local
Cost of Security badges & pre-employment testing including criminal history checks & drug testing	Deductibles and administrative costs for Insurance claims
Training materials and local seminars	Legal representation
Local personnel recruiting and advertising	Penalties, fines and late payments fees
Postage & pre-printed forms	Taxes & similar fees
Maintenance materials, supplies used on-site and small equipment	Missing or unreturned item fees (i.e., employee badges, lost employee parking permits, radios, uniforms, laundry, linens)
Replacement equipment (i.e., radio batteries)	Vandalism, loss and/or negligence caused by employees
Uniforms and uniform cleaning	Financing costs associated with working capital
Required insurance costs	Indemnification costs
MARTA cards and/or parking spaces	Meetings costs with executive staff
Start-up and transition costs	Personal compensation benefits not approved by Aviation General Manager
Cell phones, Blackberries, PDAs, and other wireless devices (\$100/unit maximum)	Personal long distance phone calls
Incentive Awards	
Meetings costs with executive staff	